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INTERSTATE COMMERCE COMMISSION

**UNITED STATES RAILWAY LEASING COMPANY
9 1/8% EQUIPMENT TRUST**

Series 5

EQUIPMENT TRUST AGREEMENT

by and among

**BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION**

Trustee,

UNITED STATES RAILWAY LEASING COMPANY,

UNITED STATES RAILWAY EQUIPMENT CO.

U. S. RAILWAY MFG. CO.

Dated as of October 1, 1971

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Railco

EQUIPMENT TRUST AGREEMENT dated as of October 1, 1971, by and among Bank of America National Trust and Savings Association, a national banking association (hereinafter called the Trustee), UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called the Company), UNITED STATES EQUIPMENT Co., an Illinois corporation (hereinafter called Equipment Co.) and U.S. RAILWAY MFG. Co., an Illinois corporation (hereinafter called Railco).

WHEREAS the Company has agreed to cause to be sold, transferred and delivered to the Trustee the railroad equipment described herein; and

WHEREAS title to such railroad equipment is to be vested in and is to be retained by the Trustee and such railroad equipment is to be leased to the Company hereunder, all subject to the existing leases referred to in Schedule A hereto (hereinafter called the Existing Leases) between the Company and various lessees, which Existing Leases are to be assigned to the Trustee pursuant to Assignments of Lease (hereinafter called the Assignments) substantially in the form annexed hereto as Schedule B until title is transferred under the provisions hereof; and

WHEREAS United States Railway Leasing Company 9 $\frac{1}{8}$ % Equipment Trust Certificates, Series 5 (hereinafter called the Trust Certificates), are to be issued and sold from time to time in an aggregate principal amount not exceeding \$10,200,000, and the proceeds of such sale are to be deposited in trust with the Trustee and are to constitute a fund to be known as UNITED STATES RAILWAY LEASING COMPANY 9 $\frac{1}{8}$ % EQUIPMENT TRUST, Series 5, to be applied by the Trustee from time to time in payment of the cost of the Trust Equipment, the remainder of the cost thereof, if any, to be paid out of advance rentals to be paid by the Company as provided herein; and

WHEREAS in addition to the guaranty of the Trust Certificates by the Company hereinafter referred to, Railco, which is the owner of all the outstanding stock of Equipment Co., and Equipment Co., which is the owner of all the outstanding stock of the Company, are entering into this Agreement and endorsing their guaranty on the Trust Certificates as an inducement to the purchase of the Trust Certificates by the purchasers thereof; and

WHEREAS the text of the Trust Certificates and the guaranty to be endorsed on the Trust Certificates by the Company, Equipment Co. and Railco are to be substantially in the following forms, respectively:

[FORM OF TRUST CERTIFICATES]

\$.....

No.

UNITED STATES RAILWAY LEASING COMPANY

9 $\frac{1}{8}$ % EQUIPMENT TRUST CERTIFICATES,

Series 5

Total Authorized Issue \$10,200,000

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION
Trustee

Bank of America National Trust and Savings Association, Trustee (hereinafter called the Trustee), under an Equipment Trust Agreement (hereinafter called the Agreement) dated as of October 1, 1971, by and among the Trustee, United States Railway Leasing Company, an Illinois corporation (hereinafter called the Company), United States Railway Equipment Co., an Illinois corporation (hereinafter called Equipment Co.) and U.S. Railway Mfg. Co., an Illinois corporation (hereinafter called Railco) certifies that

or registered
assigns is entitled to an interest of

Dollars (\$) in United States Railway Leasing 9 $\frac{1}{8}$ % Equipment Trust, Series 5, due and payable on or before October 1, 1986, in instalments as hereinafter provided, and to dividends on the amount of unpaid principal from time to time due and owing pursuant to this Certificate, due and payable semiannually on April 1 and October 1 in each year commencing April 1, 1972 at the rate of 9 $\frac{1}{8}$ % per annum from the date hereof until such principal amount

becomes due and payable, with interest on any overdue principal and dividends, to the extent legally enforceable, at the rate of $10\frac{1}{8}\%$ per annum. Payments of principal, dividends and interest shall be made by the Trustee to the registered holder hereof at the Corporate Agency Division of the Trustee at Bank of America Center, San Francisco, California 94104 (hereinafter called the Corporate Trust Office), in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts. Each of such payments shall be made only from and out of rentals or other moneys received by the Trustee and applicable to such payment under the provisions of the Agreement. The principal amount of this Trust Certificate is due and payable in 15 substantially equal consecutive annual instalments on October 1, in each year from 1972 through 1986, both inclusive, except to the extent Casualty Occurrence payments are applied, as provided in the Agreement, to the prepayment of instalments in the inverse order of maturity. Dividends and interest shall be computed hereunder on the basis of a 360-day year of twelve 30-day months.

This Certificate is one of an authorized issue of Trust Certificates, in an aggregate principal amount not exceeding \$10,200,000 and issued or to be issued under the Agreement, under which certain railroad equipment leased to the Company (or cash or obligations defined in the Agreement as "Investments" in lieu thereof, as provided in the Agreement) is held by the Trustee in trust for the equal and ratable benefit of the holders of the outstanding Trust Certificates issued thereunder. Reference is made to the Agreement (a copy of which is on file with the Trustee at its said office) for a more complete statement of the terms and provisions thereof, to all of which the registered holder hereof, by accepting this Certificate, assents. The Certificates are issuable in any denomination.

The transfer of this Certificate is registerable in whole or in part by the registered holder hereof in person or by duly authorized attorney on the books of the Trustee upon surrender to the Trustee at the Corporate Trust Office of this Certificate accompanied by a written instrument of transfer, duly executed by the registered holder in person or by such attorney, in form satisfactory to the Trustee, and there-

upon a new Trust Certificate or Certificates for the then unpaid aggregate principal amount hereof will be issued to the transferee in exchange herefor and, if less than the then entire unpaid principal amount hereof is transferred, a balance piece therefor will be issued to the transferor. Prior to due presentment for registration of transfer, the Trustee, the Company, Equipment Co. and Railco may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof for the purpose of receiving payment of principal and dividends and for all other purposes and shall not be affected by any notice to the contrary.

In case of the happening of an Event of Default (as defined in the Agreement) all instalments of principal (and dividends accrued thereon) represented by this Certificate may become or be declared due and payable in the manner and with the effect provided in the Agreement.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be signed by one of its Vice Presidents, by his signature or a facsimile thereof, and its corporate seal or a facsimile thereof to be hereunto affixed or hereon imprinted and to be attested by one of its Assistant Secretaries by his signature.

Dated as of

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION
Trustee,

by
Vice President.

Attest:

.....
Assistant Secretary.

(Seal)

GUARANTY

United States Railway Leasing Company, United States Railway Equipment Co. and U.S. Railway Mfg. Co., each for a valuable consideration, hereby jointly and severally unconditionally guarantee to the registered holder of the within Certificate the prompt payment when due of the principal of said Certificate, and of the dividends thereon specified in said Certificate, with interest on any overdue principal and dividends, to the extent legally enforceable, at the rate of 10 $\frac{1}{8}$ % per annum, all in accordance with the terms of said Certificate and the Equipment Trust Agreement referred to therein.

UNITED STATES RAILWAY LEASING COMPANY,

by
Vice President.

UNITED STATES RAILWAY EQUIPMENT CO.,

by
Vice President.

U.S. RAILWAY MFG. CO.,

by
Vice President.

NOTATION OF CASUALTY OCCURRENCE PAYMENTS*

By reason of Casualty Occurrence payments having heretofore been applied to prepay instalments in the inverse order of maturity, the within Certificate in the principal amount of \$ was, as of , 19 , payable in equal consecutive annual instalments of \$ in each of the years 19 through 19 , and payable by a final instalment of \$ in the year 19 .

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

.....
Authorized Officer.

* To be included only on Certificates issued upon exchange or transfer.

[illegible]

WHEREAS it is desired to secure to the holders of the Trust Certificates the payment of the principal thereof, as hereinafter more particularly provided, with dividends thereon, as hereinafter provided, payable semiannually in each year, and to evidence the rights of the holders of the Trust Certificates in substantially the form hereinbefore set forth:

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto hereby agree as follows:

ARTICLE ONE

DEFINITIONS

SECTION 1.01. *Definitions.* The following terms (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement shall have the respective meanings hereinafter specified:

Affiliate of any corporation shall mean any corporation which, directly or indirectly, controls or is controlled by, or is under common control with, such corporation. For the purposes of this definition, *control* (including *controlled by* and *under control with*), as used with respect to any corporation shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, whether through the ownership of voting securities or by contract or otherwise.

Assignments shall mean assignments by the Company to the Trustee of the Existing Leases and of other leases required by Section 4.09, substantially in the form annexed hereto as Schedule B.

Company shall mean United States Railway Leasing Company and any successor or successors to it complying with the provisions of Section 4.09 or 6.05.

Corporate Trust Office shall mean the principal office of the Trustee in the State of California, City and County of San Francisco, at which the corporate trust business of the Trustee shall, at the time in question,

be administered, which office is, on the date of execution of this Agreement, located at Bank of America Center, Corporate Agency Division, San Francisco, California 94104.

Cost, when used with respect to Equipment not built by the Company or any Affiliate of the Company, shall mean the actual cost thereof, and in respect of Equipment built by the Company or any Affiliate of the Company, shall mean so-called "car builder's cost", including direct cost of labor and material and overhead, but excluding any manufacturing profit.

Deposited Cash shall mean the aggregate of (a) the proceeds from the sale of the Trust Certificates deposited with the Trustee pursuant to Section 2.01 hereof and, when required or indicated by the context, any Investments purchased by the use of such proceeds pursuant to the provisions of Section 8.04, and (b) any sums restored to Deposited Cash from rentals pursuant to Section 4.04(B)(1) and on deposit with the Trustee.

Equipment shall mean standard-gauge railroad equipment (other than passenger or work equipment).

Equipment Co. shall mean United States Railway Equipment Co. and any successor or successors to it complying with the provisions of Section 6.05.

Event of Default shall mean any event specified in Section 5.01 to be an Event of Default.

Existing Leases shall mean all and any of the leases referred to in Schedule A hereto.

Investments shall mean (i) certificates of deposit of commercial banks incorporated under the laws of the United States of America or any State thereof having a capital and surplus aggregating not less than \$50,000,000, (ii) open market commercial paper rated prime by a national credit agency and (iii) bonds, notes or other direct obligations of the United States of America or obligations for which the full faith and credit of the United States are pledged to provide for the payment of the interest and principal, in each case maturing within one year after the date of investment therein.

The word *holder*, when used with respect to Trust Certificates, shall include the plural as well as the singular number and shall mean the person in whose name such Trust Certificate is registered.

Officer's Certificate shall mean a certificate signed by the President or a Vice President of the Company.

Opinion of Counsel shall mean an opinion in writing signed by legal counsel satisfactory to the Trustee and who may be counsel for the Company or an employee of the Company. The acceptance by the Trustee of, together with its action on, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Trustee.

Owner shall mean the manufacturer or other person transferring title to any of the Equipment to the Trustee.

Railco shall mean U. S. Railway Mfg. Co. and any successor or successors to it complying with the provisions of Section 6.05.

Request shall mean a written request for the action therein specified, delivered to the Trustee, dated not more than ten days prior to the date of delivery to the Trustee and signed on behalf of the Company by the President or a Vice President of the Company.

Trust Certificates shall mean United States Railway Leasing Company 9 $\frac{1}{8}$ % Equipment Trust Certificates, Series 5, issued hereunder.

Trust Equipment shall mean all Equipment at any time subject to the terms of this Agreement.

Trustee shall mean Bank of America National Trust and Savings Association, and, subject to the provisions of Article Eight, any successor as trustee hereunder.

The words *herein*, *hereof*, *hereby*, *hereto*, *hereunder* and words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph or subdivision hereof.

ARTICLE TWO

TRUST CERTIFICATES AND ISSUANCE THEREOF

SECTION 2.01. *Issuance of Trust Certificates.* An amount equal to the proceeds of the sale of any of the Trust Certificates, but not less

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this ^{Nov} 2nd day of ~~October~~, 1971, before me personally appeared *John C. Fetter* to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of UNITED STATES RAILWAY EQUIPMENT Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

M. Stanton Glendon
Notary Public

My Commission expires

6/27/73

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this ^{Nov} 2nd day of ~~October~~, 1971, before me personally appeared *John C. Fetter* to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of U. S. RAILWAY MFG. Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

M. Stanton Glendon
Notary Public

My Commission expires

6/27/73

SCHEDULE A
UNITED STATES RAILWAY LEASING COMPANY

EQUIPMENT TRUST—Series 5					52	
No. of Cars	Description of Equipment*	Lessee	Lessee Term (Years)	Builder	Car Numbers (All Inclusive)	
25	100-ton lift off cover coil cars	Illinois Central Railroad Company	5	U.S. Railway Mfg. Co.	IC 941025-941049	
50	100-ton triple covered hopper cars	Illinois Terminal Railroad Company	15	U.S. Railway Mfg. Co.	I.T.C. 1600-1649	
50	4740 cu. ft. covered hopper cars equipped with continuous hatches, gravity outlets and 100-ton R.B. trucks	Archer Daniels Midland Company	Month to Month	U.S. Railway Mfg. Co.	USLX 5750-5799	
100	52' 5" RBL Box Cars	Evans Products Company	15	U.S. Railway Mfg. Co.	USLX 10589, 10591-10639 USLX 10433-10482	
49	52' 5" RBL Box Cars	Carnation Company	1	U.S. Railway Mfg. Co.	USLX 17000-17044, 17046-17049	
30	52' 5" RBL Insulated Box Cars	St. Regis Paper Company	5	U.S. Railway Mfg. Co.	USLX 11000-11029	
11	52' 5" RBL Insulated Box Cars	Illinois Terminal Railroad Company	15	U.S. Railway Mfg. Co.	I.T.C. 902-912	
60	52' 5" RBL Insulated Box Cars	Willamette Industries, Inc.	1	U.S. Railway Mfg. Co.	USLX 10800-10859	
60	52' 5" 70-ton RBL Box Cars	Roscoe, Snyder and Pacific Railway Company	15	U.S. Railway Mfg. Co.	RSP 2000-2059	
50	52' 5" 70-ton RBL Box Cars	Kellogg Company	1	U.S. Railway Mfg. Co.	USLX 10483-10532	
100	52' 5" RBL Box Cars	Georgia-Pacific Corporation**	5	U.S. Railway Mfg. Co.	USLX 16000-16049; USLX 18000-18049	
585						

* The aggregate cost of all the Equipment is \$11,996,251.
** Lessee has an option to purchase such cars at various dates in the future.

there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(d) The Company shall give notice to the holders of all outstanding Trust Certificates of each resignation or removal of the then Trustee and of each appointment by the Company of a successor trustee pursuant to this Section by mailing written notice of such event by first-class mail, postage prepaid.

SECTION 8.07. *Acceptance of Appointment by Successor Trustee.* Any successor trustee appointed as provided in Section 8.06 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and, subject to the provisions of Section 8.06(a) thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the Request of the Company or written request of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon written request of any such successor trustee, the Company shall execute and and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 8.05.

SECTION 8.08. *Merger or Consolidation of Trustee.* Any corporation into which the Trustee may be merged, or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party shall be the successor of the Trustee hereunder, provided such corporation shall be qualified under the provisions of Section 8.06, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8.09. *Return of Certain Moneys to Company.* Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of, or dividends on, any Trust Certificates which remain unclaimed for five years after the day when such moneys were due and payable shall then be repaid to the Company upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to the Company for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Company as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee, in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to the Company of the moneys held for the payment thereof.

ARTICLE NINE

MISCELLANEOUS

SECTION 9.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefits of the parties hereto and their successors and of the holders of the Trust Certificates.

SECTION 9.02. *No Recourse.* No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company, Equipment Co. or Railco, as such, solely by reason of the fact that such person is an incorporator, stockholder, officer or director, whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, or incorporators, stockholders, officers or

directors being forever released as a condition of and as consideration for the execution of this Agreement.

SECTION 9.03. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.04 *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, Equipment Co. or Railco, 2200 East Devon Avenue, Des Plaines, Illinois, 60018 or such other address as may hereafter be furnished to the Trustee in writing by the Company, Equipment Co. or Railco and (b) in the case of the Trustee, Bank of America center, San Francisco, California 94104, attention of Corporate Agency Division, or such other address as may hereafter be furnished to the Company, Equipment Co. or Railco in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 9.05. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not effect the construction hereof.

SECTION 9.06. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 9.07. *Illinois Law Governs.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Illinois, *provided, however,* that with respect to any provisions relating to the duties, obligations and the immunities of the Trustee shall be governed the laws of the State of California shall govern.

IN WITNESS WHEREOF, the Company, Equipment Co., Railco and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

[CORPORATE SEAL]

by *W. J. Green*
Vice President.

Attest: *L. C. Shuman*
Assistant Secretary.

UNITED STATES RAILWAY LEASING
COMPANY,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

UNITED STATES RAILWAY EQUIPMENT
Co.,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

U. S. RAILWAY MFG. Co.,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 9th day of October, 1971, before me personally appeared W. J. Dutton, to me personally known, who, being by me duly sworn, says that he is a Vice President of BANK OF AMERICA NATIONAL BANK AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation, by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

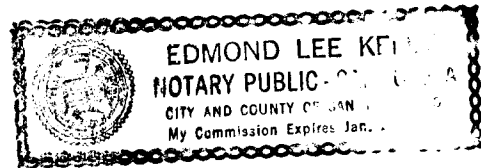
[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission expires

10/21/72

STATE OF ILLINOIS } ss.:
COUNTY OF COOK



On this 2nd day of Nov October, 1971, before me personally appeared John C. Fectin to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of UNITED STATES RAILWAY LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission expires

6/21/73

(c) the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement;

(d) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(e) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel;

(f) the Trustee shall be under no obligation to exercise any of its rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby; and

(g) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement. None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 8.03. *Application of Rentals.* The Trustee covenants and agrees to apply the rentals received by it under Section 4.04(B) when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 4.04(B).

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more holders of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording or refiling or re-recording of this Agreement or of any supplement hereto or statement of new numbers or any Assignments or any other statement or document that may be permitted or required to be filed, recorded, refilled or rerecorded in any jurisdiction to protect or perfect any of the security interests contemplated hereby.

SECTION 8.04. *Funds May be Held by Trustee; Investments.* Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on non-interest bearing deposit with itself.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 4.06 or Section 4.08 (hereinafter in this Section called Replacement Funds) in Investments, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against acceptance of Trust Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any such sale up to the amount paid for such Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1), an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest.

Until such time as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office), the Company shall be in default under the terms hereof, the Company shall be entitled to receive any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit which may be realized from any sale or redemption of Investments.

SECTION 8.05. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title.* The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorney and agents as it shall appoint, and shall be answerable only for its own negligent acts, negligent failures to act and wilful misconduct and not for the default or misconduct of any attorney or agent appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement, the Existing Leases or any other lease assigned to the Trustee hereunder or the Assignments, or of the Trust Certificates (except for its own execution thereof) or for the guaranty by the Company, Equipment Co. or Railco.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates.

Any moneys at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by the Trustee or any paying

have been waived and surrendered by the Company, and no payments theretofore made by the Company for the rent or use of the Trust Equipment or any of it shall give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of interests hereunder. No such taking of possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, or of principal and dividends in respect of the Trust Certificates, and the Company shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Agreement.

SECTION 5.03. *Application of Proceeds.* If the Trustee shall exercise any of the powers conferred upon it by Sections 5.01 and 5.02, all payments made by the Company to the Trustee, and the proceeds of any judgment collected from the Company by the Trustee, and the proceeds of every sale or lease by the Trustee of any of the Trust Equipment, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or dividends thereon) shall be applied by the Trustee to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of the dividends then due, with interest on overdue dividends at the rate of $10\frac{1}{8}\%$ per annum, to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the rate of $10\frac{1}{8}\%$ per annum, to the extent legally enforceable, from the last preceding dividend payment date, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then *pro rata* without preference between principal and dividends.

After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold shall be conveyed by the

Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof, the Company agrees to pay the amount of such deficit to the Trustee. If after applying as aforesaid the sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

SECTION 5.04. *Waivers of Default.* Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 5.01, the holders of a majority in aggregate unpaid principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive by an instrument in writing delivered to the Trustee any past default and its consequences, except a default in the payment of any instalment of rental payable pursuant to Section 4.04(B)(3) or (B)(4), but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable, all as provided in Section 5.01, but before October 1, 1986, all arrears of rent (with interest at the rate of $10\frac{1}{8}\%$ per annum upon any overdue instalments, to the extent legally enforceable), the expenses and reasonable compensation of the Trustee, together with all expenses of the trust occasioned by the Company's default, and all other sums which shall have become due and payable by the Company hereunder shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment, and every other default shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of a majority in unpaid principal amount of the Trust Certificates then outstanding, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequences of such default, but no such waiver shall

extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 5.05. *Obligations of Company Not Affected by Remedies.* No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder or the obligations of the Company, Equipment Co. or Railco under the guaranty endorsed on the Trust Certificates.

The Company, Equipment Co. and Railco hereby waive presentation and demand in respect of any of the Trust Certificates and waive notice of presentation, of demand and of any default in the payment of the principal of and dividends on the Trust Certificates.

SECTION 5.06. *Company to Deliver Trust Equipment to Trustee.* In case the Trustee shall rightfully demand possession of any of the Trust Equipment in pursuance of this Agreement, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause such Trust Equipment to be drawn to such point or points as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of the Company, on any lines of railroad or premises approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same. The performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

SECTION 5.07. *Trustee to Give Notice of Default.* The Trustee shall give to the registered holders of the Trust Certificates notice of each Event of Default hereunder known to the Trustee at its Corporate Trust Office, within 30 days after it so learns of the same, unless remedied or cured before the giving of such notice.

SECTION 5.08 *Control by Holders of Trust Certificates.* The registered holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates, by an instrument or instruments in writing executed and delivered to the Trustee, shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; *provided, however*, that the Trustee shall have the right to decline to follow any such direction (i) if the Trustee shall be advised by counsel that the action so directed may not lawfully be taken or (ii) if the Trustee shall be advised by counsel that the action so directed may involve it in personal liability. The Trustee may take any other action deemed proper by the Trustee which is not inconsistent with any such direction given hereunder.

SECTION 5.09. *Remedies Cumulative; Subject to Mandatory Requirements of Law.* The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity; and such remedies so provided in this Agreement shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent, such requirements may not be waived on the part of the Company.

ARTICLE SIX

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY, EQUIPMENT CO. AND RAILCO.

SECTION 6.01. *Guaranty of Company, Equipment Co. and Railco.* The Company, Equipment Co. and Railco jointly and severally unconditionally covenant, agree and guarantee that the holder of each of the Trust Certificates shall receive the principal amount thereof, in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, when and as the same shall become due and payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the rate of 10 $\frac{1}{8}$ % per annum, to the

extent legally enforceable), and shall receive dividends thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates (and, if not so paid, with interest thereon until paid at the rate of $10\frac{1}{8}\%$ per annum, to the extent legally enforceable); and the Company, Equipment Co. and Railco each agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, their joint and several guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on behalf of the Company, Equipment Co. and Railco, each, by the manual or facsimile signature of its President, a Vice President or the Controller. In case any officer of the Company, Equipment Co. or Railco whose signature shall appear on said guaranty shall cease to be such officer before the Trust Certificates shall have been issued and delivered by the Trustee, or shall not have been acting in such capacity on the date of the Trust Certificates, such guaranty shall nevertheless be as effective and binding upon the Company, Equipment Co. and Railco as though the person who signed said guaranty had not ceased to be or had then been such officer.

Equipment Co. and Railco further jointly and severally unconditionally guarantee to the Trustee and the holders of the Trust Certificates the due and punctual performance of all undertakings and obligations of the Company under this Agreement and the Assignments (whether or not specifically named as obligors therein) and unconditionally guaranteed to the Trustee and the holders of the Trust Certificates that all sums payable by the Company under this Agreement will be promptly paid when due in accordance with the provisions of this Agreement and, in case of default by the Company in any such obligations or payment, Equipment Co. and Railco agree punctually to perform or pay the same, irrespective of any enforcement against the Company of any of the rights of the Trustee and the holders of the Trust Certificates under this Agreement. Equipment Co. and Railco hereby agree that their obligations hereunder and under the aforesaid guaranty on the Trust Certificates shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of this Agreement or any other

SECTION 8.09. *Return of Certain Moneys to Company.* Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of, or dividends on, any Trust Certificates which remain unclaimed for five years after the day when such moneys were due and payable shall then be repaid to the Company upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to the Company for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Company as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee, in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to the Company of the moneys held for the payment thereof.

ARTICLE NINE

MISCELLANEOUS

SECTION 9.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefits of the parties hereto and their successors and of the holders of the Trust Certificates.

SECTION 9.02. *No Recourse.* No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company, Equipment Co. or Railco, as such, solely by reason of the fact that such person is an incorporator, stockholder, officer or director, whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, or incorporators, stockholders, officers or

directors being forever released as a condition of and as consideration for the execution of this Agreement.

SECTION 9.03. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.04 *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, Equipment Co. or Railco, 2200 East Devon Avenue, Des Plaines, Illinois, 60018 or such other address as may hereafter be furnished to the Trustee in writing by the Company, Equipment Co. or Railco and (b) in the case of the Trustee, Bank of America center, San Francisco, California 94104, attention of Corporate Agency Division, or such other address as may hereafter be furnished to the Company, Equipment Co. or Railco in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 9.05. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not effect the construction hereof.

SECTION 9.06. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 9.07. *Illinois Law Governs.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Illinois, *provided, however,* that with respect to any provisions relating to the duties, obligations and the immunities of the Trustee shall be governed the laws of the State of California shall govern.

IN WITNESS WHEREOF, the Company, Equipment Co., Railco and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

[CORPORATE SEAL]

by *W. J. Green*
Vice President.

Attest: *L. C. Shuman*
Assistant Secretary.

UNITED STATES RAILWAY LEASING
COMPANY,

[CORPORATE SEAL]

by *John C. Felt*
Vice President.

Attest: *John C. Felt*
Assistant Secretary.

UNITED STATES RAILWAY EQUIPMENT
Co.,

[CORPORATE SEAL]

by *John C. Felt*
Vice President.

Attest: *John C. Felt*
Assistant Secretary.

U. S. RAILWAY MFG. Co.,

[CORPORATE SEAL]

by *John C. Felt*
Vice President.

Attest: *John C. Felt*
Assistant Secretary.

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 9th day of October, 1971, before me personally appeared W. J. Dutton, to me personally known, who, being by me duly sworn, says that he is a Vice President of BANK OF AMERICA NATIONAL BANK AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation, by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

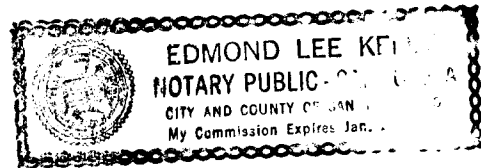
[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission expires

10/21/72

STATE OF ILLINOIS } ss.:
COUNTY OF COOK



On this 2nd day of Nov October, 1971, before me personally appeared John C. Fectin to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of UNITED STATES RAILWAY LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission expires

6/21/73

(c) the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement;

(d) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(e) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel;

(f) the Trustee shall be under no obligation to exercise any of its rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby; and

(g) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement. None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 8.03. *Application of Rentals.* The Trustee covenants and agrees to apply the rentals received by it under Section 4.04(B) when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 4.04(B).

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more holders of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording or refiling or re-recording of this Agreement or of any supplement hereto or statement of new numbers or any Assignments or any other statement or document that may be permitted or required to be filed, recorded, refilled or rerecorded in any jurisdiction to protect or perfect any of the security interests contemplated hereby.

SECTION 8.04. *Funds May be Held by Trustee; Investments.* Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on non-interest bearing deposit with itself.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 4.06 or Section 4.08 (hereinafter in this Section called Replacement Funds) in Investments, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against acceptance of Trust Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any such sale up to the amount paid for such Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1), an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest.

Until such time as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office), the Company shall be in default under the terms hereof, the Company shall be entitled to receive any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit which may be realized from any sale or redemption of Investments.

SECTION 8.05. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title.* The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorney and agents as it shall appoint, and shall be answerable only for its own negligent acts, negligent failures to act and wilful misconduct and not for the default or misconduct of any attorney or agent appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement, the Existing Leases or any other lease assigned to the Trustee hereunder or the Assignments, or of the Trust Certificates (except for its own execution thereof) or for the guaranty by the Company, Equipment Co. or Railco.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates.

Any moneys at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by the Trustee or any paying

have been waived and surrendered by the Company, and no payments theretofore made by the Company for the rent or use of the Trust Equipment or any of it shall give to the Company any legal or equitable interest or title in or to the Trust Equipment or any of it or any cause or right of action at law or in equity in respect of the Trust Equipment against the Trustee or the holders of interests hereunder. No such taking of possession, withdrawal, lease or sale of the Trust Equipment by the Trustee shall be a bar to the recovery by the Trustee from the Company of rentals then or thereafter due and payable, or of principal and dividends in respect of the Trust Certificates, and the Company shall be and remain liable for the same until such sums have been realized as, with the proceeds of the lease or sale of the Trust Equipment, shall be sufficient for the discharge and payment in full of all the obligations of the Company under this Agreement.

SECTION 5.03. *Application of Proceeds.* If the Trustee shall exercise any of the powers conferred upon it by Sections 5.01 and 5.02, all payments made by the Company to the Trustee, and the proceeds of any judgment collected from the Company by the Trustee, and the proceeds of every sale or lease by the Trustee of any of the Trust Equipment, together with any other sums which may then be held by the Trustee under any of the provisions hereof (other than sums held in trust for the payment of specific Trust Certificates or a part thereof, or dividends thereon) shall be applied by the Trustee to the payment, in the following order of priority, (a) of all proper charges, expenses or advances made or incurred by the Trustee in accordance with the provisions of this Agreement and (b) of the dividends then due, with interest on overdue dividends at the rate of $10\frac{1}{8}\%$ per annum, to the extent legally enforceable, and of the principal of all the outstanding Trust Certificates, with interest thereon at the rate of $10\frac{1}{8}\%$ per annum, to the extent legally enforceable, from the last preceding dividend payment date, whether such Trust Certificates shall have then matured by their terms or not, all such payments to be in full if such proceeds shall be sufficient, and if not sufficient, then *pro rata* without preference between principal and dividends.

After all such payments shall have been made in full, the title to any of the Trust Equipment remaining unsold shall be conveyed by the

Trustee to the Company free from any further liabilities or obligations to the Trustee hereunder. If after applying all such sums of money realized by the Trustee as aforesaid there shall remain any amount due to the Trustee under the provisions hereof, the Company agrees to pay the amount of such deficit to the Trustee. If after applying as aforesaid the sums of money realized by the Trustee there shall remain a surplus in the possession of the Trustee, such surplus shall be paid to the Company.

SECTION 5.04. *Waivers of Default.* Prior to the declaration of the acceleration of the maturity of the rentals and of the maturity of all the Trust Certificates as provided in Section 5.01, the holders of a majority in aggregate unpaid principal amount of the Trust Certificates at the time outstanding may on behalf of the holders of all the Trust Certificates waive by an instrument in writing delivered to the Trustee any past default and its consequences, except a default in the payment of any instalment of rental payable pursuant to Section 4.04(B)(3) or (B)(4), but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time after the principal of all the Trust Certificates shall have been declared and become due and payable or if at any time after the entire amount of rentals shall have been declared and become due and payable, all as provided in Section 5.01, but before October 1, 1986, all arrears of rent (with interest at the rate of $10\frac{1}{8}\%$ per annum upon any overdue instalments, to the extent legally enforceable), the expenses and reasonable compensation of the Trustee, together with all expenses of the trust occasioned by the Company's default, and all other sums which shall have become due and payable by the Company hereunder shall be paid by the Company before any sale or lease by the Trustee of any of the Trust Equipment, and every other default shall be made good or secured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate shall be made therefor, then, and in every such case, the Trustee, if so requested by the holders of a majority in unpaid principal amount of the Trust Certificates then outstanding, shall by written notice to the Company waive the default by reason of which there shall have been such declaration or declarations and the consequences of such default, but no such waiver shall

extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 5.05. *Obligations of Company Not Affected by Remedies.* No retaking of possession of the Trust Equipment by the Trustee, or any withdrawal, lease or sale thereof, nor any action or failure or omission to act against the Company or in respect of the Trust Equipment, on the part of the Trustee or on the part of the holder of any Trust Certificate, nor any delay or indulgence granted to the Company by the Trustee or by any such holder, shall affect the obligations of the Company hereunder or the obligations of the Company, Equipment Co. or Railco under the guaranty endorsed on the Trust Certificates.

The Company, Equipment Co. and Railco hereby waive presentation and demand in respect of any of the Trust Certificates and waive notice of presentation, of demand and of any default in the payment of the principal of and dividends on the Trust Certificates.

SECTION 5.06. *Company to Deliver Trust Equipment to Trustee.* In case the Trustee shall rightfully demand possession of any of the Trust Equipment in pursuance of this Agreement, the Company will, at its own expense, forthwith and in the usual manner and at usual speed, cause such Trust Equipment to be drawn to such point or points as shall reasonably be designated by the Trustee and will there deliver or cause to be delivered the same to the Trustee; or, at the option of the Trustee, the Trustee may keep such Trust Equipment, at the expense of the Company, on any lines of railroad or premises approved by the Trustee until the Trustee shall have leased, sold or otherwise disposed of the same. The performance of the foregoing covenant is of the essence of this Agreement and upon application to any court having jurisdiction in the premises, the Trustee shall be entitled to a decree against the Company requiring the specific performance thereof.

SECTION 5.07. *Trustee to Give Notice of Default.* The Trustee shall give to the registered holders of the Trust Certificates notice of each Event of Default hereunder known to the Trustee at its Corporate Trust Office, within 30 days after it so learns of the same, unless remedied or cured before the giving of such notice.

SECTION 5.08 *Control by Holders of Trust Certificates.* The registered holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates, by an instrument or instruments in writing executed and delivered to the Trustee, shall have the right to direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee; *provided, however*, that the Trustee shall have the right to decline to follow any such direction (i) if the Trustee shall be advised by counsel that the action so directed may not lawfully be taken or (ii) if the Trustee shall be advised by counsel that the action so directed may involve it in personal liability. The Trustee may take any other action deemed proper by the Trustee which is not inconsistent with any such direction given hereunder.

SECTION 5.09. *Remedies Cumulative; Subject to Mandatory Requirements of Law.* The remedies in this Agreement provided in favor of the Trustee and the holders of the Trust Certificates, or any of them, shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in their favor existing at law or in equity; and such remedies so provided in this Agreement shall be subject in all respects to any mandatory requirements of law at the time applicable thereto, to the extent, such requirements may not be waived on the part of the Company.

ARTICLE SIX

ADDITIONAL COVENANTS AND AGREEMENTS BY THE COMPANY, EQUIPMENT CO. AND RAILCO.

SECTION 6.01. *Guaranty of Company, Equipment Co. and Railco.* The Company, Equipment Co. and Railco jointly and severally unconditionally covenant, agree and guarantee that the holder of each of the Trust Certificates shall receive the principal amount thereof, in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, when and as the same shall become due and payable, in accordance with the provisions thereof or of this Agreement (and, if not so paid, with interest thereon until paid at the rate of 10 $\frac{1}{8}$ % per annum, to the

extent legally enforceable), and shall receive dividends thereon in like money at the rate specified therein, at the times and place and otherwise as expressed in the Trust Certificates (and, if not so paid, with interest thereon until paid at the rate of $10\frac{1}{8}\%$ per annum, to the extent legally enforceable); and the Company, Equipment Co. and Railco each agrees to endorse upon each of the Trust Certificates, at or before the issuance and delivery thereof by the Trustee, their joint and several guaranty of the prompt payment of the principal thereof and of the dividends thereon, in substantially the form hereinbefore set forth. Said guaranty so endorsed shall be signed in the name and on behalf of the Company, Equipment Co. and Railco, each, by the manual or facsimile signature of its President, a Vice President or the Controller. In case any officer of the Company, Equipment Co. or Railco whose signature shall appear on said guaranty shall cease to be such officer before the Trust Certificates shall have been issued and delivered by the Trustee, or shall not have been acting in such capacity on the date of the Trust Certificates, such guaranty shall nevertheless be as effective and binding upon the Company, Equipment Co. and Railco as though the person who signed said guaranty had not ceased to be or had then been such officer.

Equipment Co. and Railco further jointly and severally unconditionally guarantee to the Trustee and the holders of the Trust Certificates the due and punctual performance of all undertakings and obligations of the Company under this Agreement and the Assignments (whether or not specifically named as obligors therein) and unconditionally guaranteed to the Trustee and the holders of the Trust Certificates that all sums payable by the Company under this Agreement will be promptly paid when due in accordance with the provisions of this Agreement and, in case of default by the Company in any such obligations or payment, Equipment Co. and Railco agree punctually to perform or pay the same, irrespective of any enforcement against the Company of any of the rights of the Trustee and the holders of the Trust Certificates under this Agreement. Equipment Co. and Railco hereby agree that their obligations hereunder and under the aforesaid guaranty on the Trust Certificates shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of this Agreement or any other

circumstance which might otherwise constitute a legal or equitable discharge of a guarantor. No waiver by the Trustee or the holders of any of the Trust Certificates of any of their rights hereunder or under the Trust Certificates and no action by the Trustee or the holders of any of the Trust Certificates to enforce any of their rights or failure to take, or delay in taking, any such action shall affect the obligations of Equipment Co. and Railco hereunder or under said guaranty of the Trust Certificates.

SECTION 6.02. *Discharge of Liens.* The Company covenants and agrees that it will pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any debt, tax, charge, assessment, obligation or claim which if unpaid might become a lien, charge, security interest or other encumbrance upon or against any of the Trust Equipment; but this provision shall not require the payment of any such debt, tax, charge, assessment, obligation or claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, provided that such contest will not materially endanger the rights or interests of the Trustee or of the holders of the Trust Certificates and the Company shall have furnished the Trustee with an Opinion of Counsel to such effect. If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section, the Trustee may, but shall not be obligated to, pay and discharge the same and any amount so paid shall be secured by and under this Agreement until reimbursed by the Company.

SECTION 6.03. *Recording.* The Company will, promptly after the execution and delivery of this Agreement (and of each Existing Lease and any other lease required by Section 4.09 and each Assignment of such leases) and each supplement or amendment hereto or thereto, respectively, cause the same to be duly filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and duly filed, recorded or deposited in the office of the Registrar General of Canada, if permitted, and the

Company shall cause to be duly published any required notice of such filing, recording or deposit. The Company will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register and record and will refile, reregister and rerecord any and all further instruments required by law or reasonably requested by the Trustee for the purposes of other protection of the title of the Trustee and the rights of the holders of the Trust Certificates and of fully carrying out and effectuating this Agreement and the intent hereof.

Promptly after the execution and delivery of this Agreement and of each Assignment, and of each supplement or amendment hereto or thereto, the Company will furnish to the Trustee an Opinion of Counsel stating that, in the opinion of such counsel, such document or financing statement relating to such document has been properly deposited, filed, registered and recorded and redeposited, refiled, reregistered and rerecorded, if necessary, so as effectively to protect the title of the Trustee to the Trust Equipment and its interests in such Existing Lease or other lease so assigned and its rights and the rights of the holders of the Trust Certificates hereunder and thereunder and reciting the details of such action.

Nothing contained in this Section shall require the deposit, filing, registration or recording, or the redeposit, refiling, reregistration or rerecording of this Agreement or any Assignment or any supplement or amendment hereto or thereto in any public office in Canada, except only the deposit in the office of the Registrar General of Canada of Existing Leases or other leases and amendments thereto and Assignments made with Canadian railway companies.

SECTION 6.04. *Further Assurances.* The Company, Equipment Co. and Railco each covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as it shall be reasonably requested by the Trustee to do or execute for the purpose of fully carrying out and effectuating this Agreement and the intent hereof.

SECTION 6.05. *Merger or Consolidation.* The Company, Equipment Co. and Railco each covenants and agrees that in the eventuality that

directors being forever released as a condition of and as consideration for the execution of this Agreement.

SECTION 9.03. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.04 *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, Equipment Co. or Railco, 2200 East Devon Avenue, Des Plaines, Illinois, 60018 or such other address as may hereafter be furnished to the Trustee in writing by the Company, Equipment Co. or Railco and (b) in the case of the Trustee, Bank of America center, San Francisco, California 94104, attention of Corporate Agency Division, or such other address as may hereafter be furnished to the Company, Equipment Co. or Railco in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 9.05. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not effect the construction hereof.

SECTION 9.06. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 9.07. *Illinois Law Governs.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Illinois, *provided, however,* that with respect to any provisions relating to the duties, obligations and the immunities of the Trustee shall be governed the laws of the State of California shall govern.

IN WITNESS WHEREOF, the Company, Equipment Co., Railco and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

[CORPORATE SEAL]

by *W. J. Green*
Vice President.

Attest: *L. C. Shuman*
Assistant Secretary.

UNITED STATES RAILWAY LEASING
COMPANY,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

UNITED STATES RAILWAY EQUIPMENT
Co.,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

U. S. RAILWAY MFG. Co.,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 9th day of October, 1971, before me personally appeared W. J. Dutton, to me personally known, who, being by me duly sworn, says that he is a Vice President of BANK OF AMERICA NATIONAL BANK AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation, by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

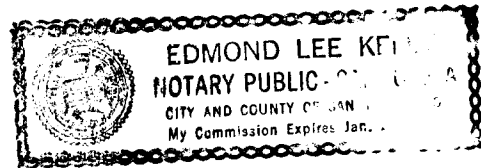
[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission expires

10/21/72

STATE OF ILLINOIS } ss.:
COUNTY OF COOK



On this 2nd day of Nov October, 1971, before me personally appeared John C. Fecten to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of UNITED STATES RAILWAY LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission expires

6/21/73

(c) the Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the holders of a majority in aggregate unpaid principal amount of the then outstanding Trust Certificates relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Agreement;

(d) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Trust Certificate, guaranty or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(e) the Trustee may consult with counsel, and any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such Opinion of Counsel;

(f) the Trustee shall be under no obligation to exercise any of its rights or powers vested in it by this Agreement at the request, order or direction of any of the holders of the Trust Certificates, pursuant to the provisions of this Agreement, unless such holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred therein or thereby; and

(g) the Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement. None of the provisions contained in this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. Whether or not therein expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 8.03. *Application of Rentals.* The Trustee covenants and agrees to apply the rentals received by it under Section 4.04(B) when and as the same shall be received, and to the extent that such rentals shall be sufficient therefor, for the purposes specified in Section 4.04(B).

The Trustee shall not be required to undertake any act or duty in the way of insuring, taking care of or taking possession of the Trust Equipment or to undertake any other act or duty under this Agreement until fully indemnified by the Company or by one or more holders of the Trust Certificates against all liability and expenses; and the Trustee shall not be responsible for the filing or recording or refiling or re-recording of this Agreement or of any supplement hereto or statement of new numbers or any Assignments or any other statement or document that may be permitted or required to be filed, recorded, refilled or rerecorded in any jurisdiction to protect or perfect any of the security interests contemplated hereby.

SECTION 8.04. *Funds May be Held by Trustee; Investments.* Any money at any time paid to or held by the Trustee hereunder until paid out by the Trustee as herein provided may be carried by the Trustee on non-interest bearing deposit with itself.

At any time, and from time to time, if at the time no Event of Default shall have occurred and be continuing, the Trustee, on Request, shall invest and reinvest Deposited Cash held by it or cash deposited with it pursuant to Section 4.06 or Section 4.08 (hereinafter in this Section called Replacement Funds) in Investments, at such prices, including any premium and accrued interest, as are set forth in such Request, such Investments to be held by the Trustee in trust for the benefit of the holders of the Trust Certificates.

The Trustee shall, on Request, or the Trustee may, in the event funds are required for payment against acceptance of Trust Equipment, sell such Investments, or any portion thereof, and restore to Deposited Cash or Replacement Funds, as the case may be, the proceeds of any such sale up to the amount paid for such Investments, including accrued interest.

The Trustee shall restore to Deposited Cash or Replacement Funds, as the case may be, out of rent received by it for that purpose under the provisions of Section 4.04(B)(1), an amount equal to any expenses incurred in connection with any purchase or sale of Investments and also an amount equal to any loss of principal incident to the sale or redemption of any Investments for a sum less than the amount paid therefor, including accrued interest.

Until such time as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office), the Company shall be in default under the terms hereof, the Company shall be entitled to receive any interest (in excess of accrued interest paid from Deposited Cash or Replacement Funds at the time of purchase) or other profit which may be realized from any sale or redemption of Investments.

SECTION 8.05. *Trustee Not Liable for Delivery Delays or Defects in Equipment or Title.* The Trustee shall not be liable to anyone for any delay in the delivery of any of the Trust Equipment, or for any default on the part of the manufacturers thereof or of the Company, or for any defect in any of the Trust Equipment or in the title thereto, nor shall anything herein be construed as a warranty on the part of the Trustee in respect thereof or as a representation on the part of the Trustee in respect of the value thereof or in respect of the title thereto.

The Trustee may perform its powers and duties hereunder by or through such attorney and agents as it shall appoint, and shall be answerable only for its own negligent acts, negligent failures to act and wilful misconduct and not for the default or misconduct of any attorney or agent appointed by it with reasonable care. The Trustee shall not be responsible in any way for the recitals herein contained or for the execution or validity of this Agreement, the Existing Leases or any other lease assigned to the Trustee hereunder or the Assignments, or of the Trust Certificates (except for its own execution thereof) or for the guaranty by the Company, Equipment Co. or Railco.

The Trustee shall be entitled to receive payment of all of its expenses and disbursements hereunder, including reasonable counsel fees, and to receive reasonable compensation for all services rendered by it in the execution of the trust hereby created, all of which shall be paid by the Company.

The Trustee in its individual capacity may own, hold and dispose of Trust Certificates.

Any moneys at any time held by the Trustee or any paying agent hereunder shall, until paid out or invested by the Trustee or any paying

SCHEDULE A
UNITED STATES RAILWAY LEASING COMPANY

EQUIPMENT TRUST—Series 5					52	
No. of Cars	Description of Equipment*	Lessee	Lessee Term (Years)	Builder	Car Numbers (All Inclusive)	
25	100-ton lift off cover coil cars	Illinois Central Railroad Company	5	U.S. Railway Mfg. Co.	IC 941025-941049	
50	100-ton triple covered hopper cars	Illinois Terminal Railroad Company	15	U.S. Railway Mfg. Co.	I.T.C. 1600-1649	
50	4740 cu. ft. covered hopper cars equipped with continuous hatches, gravity outlets and 100-ton R.B. trucks	Archer Daniels Midland Company	Month to Month	U.S. Railway Mfg. Co.	USLX 5750-5799	
100	52' 5" RBL Box Cars	Evans Products Company	15	U.S. Railway Mfg. Co.	USLX 10589, 10591-10639 USLX 10433-10482	
49	52' 5" RBL Box Cars	Carnation Company	1	U.S. Railway Mfg. Co.	USLX 17000-17044, 17046-17049	
30	52' 5" RBL Insulated Box Cars	St. Regis Paper Company	5	U.S. Railway Mfg. Co.	USLX 11000-11029	
11	52' 5" RBL Insulated Box Cars	Illinois Terminal Railroad Company	15	U.S. Railway Mfg. Co.	I.T.C. 902-912	
60	52' 5" RBL Insulated Box Cars	Willamette Industries, Inc.	1	U.S. Railway Mfg. Co.	USLX 10800-10859	
60	52' 5" 70-ton RBL Box Cars	Roscoe, Snyder and Pacific Railway Company	15	U.S. Railway Mfg. Co.	RSP 2000-2059	
50	52' 5" 70-ton RBL Box Cars	Kellogg Company	1	U.S. Railway Mfg. Co.	USLX 10483-10532	
100	52' 5" RBL Box Cars	Georgia-Pacific Corporation**	5	U.S. Railway Mfg. Co.	USLX 16000-16049; USLX 18000-18049	
585						

* The aggregate cost of all the Equipment is \$11,996,251.
** Lessee has an option to purchase such cars at various dates in the future.

there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

(d) The Company shall give notice to the holders of all outstanding Trust Certificates of each resignation or removal of the then Trustee and of each appointment by the Company of a successor trustee pursuant to this Section by mailing written notice of such event by first-class mail, postage prepaid.

SECTION 8.07. *Acceptance of Appointment by Successor Trustee.* Any successor trustee appointed as provided in Section 8.06 shall execute, acknowledge and deliver to the Company and to its predecessor trustee an instrument accepting such appointment hereunder, and, subject to the provisions of Section 8.06(a) thereupon the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named as Trustee herein; but, nevertheless, on the Request of the Company or written request of the successor trustee, upon payment of its charges then unpaid, the trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee all the rights and powers of the trustee so ceasing to act. Upon written request of any such successor trustee, the Company shall execute and and all instruments in writing for more fully and certainly vesting in and confirming to such successor trustee all such rights and powers. Any trustee ceasing to act shall, nevertheless, retain a lien upon all property or funds held or collected by such trustee to secure any amounts then due it pursuant to the provisions of Section 8.05.

SECTION 8.08. *Merger or Consolidation of Trustee.* Any corporation into which the Trustee may be merged, or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party shall be the successor of the Trustee hereunder, provided such corporation shall be qualified under the provisions of Section 8.06, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8.09. *Return of Certain Moneys to Company.* Notwithstanding any provision of this Agreement, any moneys paid to the Trustee which are applicable to the payment of the principal of, or dividends on, any Trust Certificates which remain unclaimed for five years after the day when such moneys were due and payable shall then be repaid to the Company upon Request, and the holders of such Trust Certificates shall thereafter be entitled to look only to the Company for payment thereof and all liability of the Trustee with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the Company as aforesaid, the Trustee may first publish a notice, in such form as may be deemed appropriate by the Trustee, in respect of the Trust Certificates so payable and not presented and in respect of the provisions hereof relating to the repayment to the Company of the moneys held for the payment thereof.

ARTICLE NINE

MISCELLANEOUS

SECTION 9.01. *Rights Confined to Parties and Holders.* Nothing expressed or implied herein is intended or shall be construed to confer upon or to give to any person, firm or corporation, other than the parties hereto and the holders of the Trust Certificates, any right, remedy or claim under or by reason of this Agreement or of any term, covenant or condition hereof, and all the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefits of the parties hereto and their successors and of the holders of the Trust Certificates.

SECTION 9.02. *No Recourse.* No recourse under any obligation, covenant or agreement of this Agreement, or of the guaranty endorsed on any Trust Certificate, shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company, Equipment Co. or Railco, as such, solely by reason of the fact that such person is an incorporator, stockholder, officer or director, whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, or incorporators, stockholders, officers or

directors being forever released as a condition of and as consideration for the execution of this Agreement.

SECTION 9.03. *Binding Upon Assigns.* Except as otherwise provided herein, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 9.04 *Notices.* All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail to (a) in the case of the Company, Equipment Co. or Railco, 2200 East Devon Avenue, Des Plaines, Illinois, 60018 or such other address as may hereafter be furnished to the Trustee in writing by the Company, Equipment Co. or Railco and (b) in the case of the Trustee, Bank of America center, San Francisco, California 94104, attention of Corporate Agency Division, or such other address as may hereafter be furnished to the Company, Equipment Co. or Railco in writing by the Trustee. An affidavit by any person representing or acting on behalf of the Company or the Trustee, as to such mailing, having the registry receipt attached, shall be conclusive evidence of the giving of such demand, notice or communication.

SECTION 9.05. *Effect of Headings.* The Article and Section headings herein are for convenience only and shall not effect the construction hereof.

SECTION 9.06. *Date Executed.* This Agreement shall be deemed to have been executed on the date of the acknowledgment thereof by the officer of the Trustee who signed it on behalf of the Trustee.

SECTION 9.07. *Illinois Law Governs.* The provisions of this Agreement, and all the rights and obligations of the parties hereunder, shall be governed by the laws of the State of Illinois, *provided, however,* that with respect to any provisions relating to the duties, obligations and the immunities of the Trustee shall be governed the laws of the State of California shall govern.

IN WITNESS WHEREOF, the Company, Equipment Co., Railco and the Trustee have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

[CORPORATE SEAL]

by *W. J. Green*
Vice President.

Attest: *L. C. Shuman*
Assistant Secretary.

UNITED STATES RAILWAY LEASING
COMPANY,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

UNITED STATES RAILWAY EQUIPMENT
Co.,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

U. S. RAILWAY MFG. Co.,

[CORPORATE SEAL]

by *John C. Feltz*
Vice President.

Attest: *John C. Feltz*
Assistant Secretary.

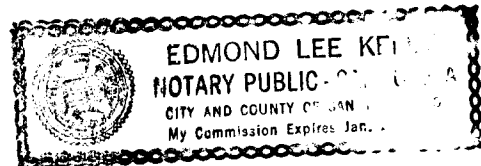
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this 9th day of October, 1971, before me personally appeared W. J. Dutton, to me personally known, who, being by me duly sworn, says that he is a Vice President of BANK OF AMERICA NATIONAL BANK AND SAVINGS ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said banking corporation, by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Edmond Lee Kerner
Notary Public

My Commission expires 10/21/72



STATE OF ILLINOIS } ss.:
COUNTY OF COOK

On this 2nd day of Nov October, 1971, before me personally appeared John C. Fecten to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of UNITED STATES RAILWAY LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

Martin T. Glendon
Notary Public

My Commission expires 6/21/73

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this ^{Nov} 2nd day of ~~October~~, 1971, before me personally appeared John C. Fetter to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of UNITED STATES RAILWAY EQUIPMENT Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]


Notary Public

My Commission expires

6/27/73

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this ^{Nov} 2nd day of ~~October~~, 1971, before me personally appeared John C. Fetter to me personally known, who, being by me duly sworn, says that he is a ~~Vice~~ President of U. S. RAILWAY MFG. Co., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]


Notary Public

My Commission expires

6/27/73

SCHEDULE A
UNITED STATES RAILWAY LEASING COMPANY

EQUIPMENT TRUST—Series 5

No. of Cars	Description of Equipment*	Lessee	Lessee Term (Years)	Builder	Car Numbers (All Inclusive)
25	100-ton lift off cover coil cars	Illinois Central Railroad Company	5	U.S. Railway Mfg. Co.	IC 941025-941049
50	100-ton triple covered hopper cars	Illinois Terminal Railroad Company	15	U.S. Railway Mfg. Co.	I.T.C. 1600-1649
50	4740 cu. ft. covered hopper cars equipped with continuous hatches, gravity outlets and 100-ton R.B. trucks	Archer Daniels Midland Company	Month to Month	U.S. Railway Mfg. Co.	USLX 5750-5799
100	52' 5" RBL Box Cars	Evans Products Company	15	U.S. Railway Mfg. Co.	USLX 10589, 10591-10639 USLX 10433-10482
49	52' 5" RBL Box Cars	Carnation Company	1	U.S. Railway Mfg. Co.	USLX 17000-17044, 17046-17049
30	52' 5" RBL Insulated Box Cars	St. Regis Paper Company	5	U.S. Railway Mfg. Co.	USLX 11000-11029
11	52' 5" RBL Insulated Box Cars	Illinois Terminal Railroad Company	15	U.S. Railway Mfg. Co.	I.T.C. 902-912
60	52' 5" RBL Insulated Box Cars	Willamette Industries, Inc.	1	U.S. Railway Mfg. Co.	USLX 10800-10859
60	52' 5" 70-ton RBL Box Cars	Roscoe, Snyder and Pacific Railway Company	15	U.S. Railway Mfg. Co.	RSP 2000-2059
50	52' 5" 70-ton RBL Box Cars	Kellogg Company	1	U.S. Railway Mfg. Co.	USLX 10483-10532
100	52' 5" RBL Box Cars	Georgia-Pacific Corporation**	5	U.S. Railway Mfg. Co.	USLX 16000-16049; USLX 18000-18049

585

* The aggregate cost of all the Equipment is \$11,996,251.
** Lessee has an option to purchase such cars at various dates in the future.

6388

SCHEDULE B ANNEXED TO
EQUIPMENT TRUST AGREEMENT
Dated as of October 1, 1971

ASSIGNMENT OF LEASE AND AGREEMENT dated as of October 1, 1971, by and between UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation (hereinafter called the Company), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION as Trustee (hereinafter called the Trustee), under an Equipment Trust Agreement dated as of October 1, 1971 (hereinafter called the Equipment Trust Agreement), by and among the Trustee, the Company, United States Railway Equipment Co., an Illinois corporation (hereinafter called the Equipment Co.) and U.S. Railway Mfg. Co., an Illinois corporation (hereinafter called Railco).

WHEREAS, the Company and (hereinafter called the Lessee) have entered into a Lease Agreement dated April 27, 1971 (hereinafter called the Lease), providing for the leasing by the Company to the Lessee of the 60 units of railroad equipment (hereinafter called Units) described in the Lease, which has been filed and recorded with the Interstate Commerce Commission and bears Recordation Number , an executed counterpart of the Lease being delivered to the Trustee concurrently herewith; and

WHEREAS, this Assignment of Lease and Agreement is being made pursuant to Section 4.09 of the Equipment Trust Agreement to secure the payment and performance by the Company of all obligations arising under the Equipment Trust Agreement, including, but not limited to, the obligations arising under the guaranty endorsed or to be endorsed on the Equipment Trust Certificates issued or to be issued under the Equipment Trust Agreement (all such obligations being hereinafter called the Liabilities);

Now, THEREFORE, in consideration of the sum of \$10 duly paid by the Trustee to the Company and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. As security for the payment and performance of the Liabilities, the Company hereby assigns, transfers, and sets over unto the Trustee all the Company's right, title and interests as lessor under the Lease, together with all rights, powers, privileges, and other benefits of the Company as lessor under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums

payable to or receivable by the Company under or pursuant to the provisions of the Lease, the right to receive all proceeds from the sale of any unit of Trust Equipment payable to the Company pursuant to the Lessee's exercise of an option to purchase any such unit pursuant to the Lease, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an event of default specified in the Lease, and to do any and all other things whatsoever which the Company, as lessor, is or may become entitled to do under the Lease; *provided, however*, that until an Event of Default under the Equipment Trust Agreement, or any event which with notice or lapse of time or both, could constitute such an Event of Default, shall occur, it is understood that the Company shall be entitled for the benefit of the Trustee to give all notices and to take all action upon the happening of an event of default specified in the Lease provided that the Trustee is first advised of such action proposed to be taken. In furtherance of the foregoing assignment, the Company hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Company or as its attorney, to ask, demand, sue for, collect and receive any and all sums to which the Company is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

Until such time as, to the actual knowledge of the Trustee (obtained at its Corporate Trust Office as that term is defined in the Equipment Trust Agreement), the Company shall be in default under any provision of the Equipment Trust Agreement, the Company shall be entitled to receive all rentals, profits and other sums payable to or receivable by the Company under or pursuant to the provisions of the Lease (hereinafter called Rentals).

If, to the actual knowledge of the Trustee (obtained as provided above), the Company shall be in default under any provision of the Equipment Trust Agreement, the Company, during the continuance of such default, shall forthwith, upon written notice thereof from the Trustee, direct the Lessee to pay all Rentals directly to the Trustee and the Company shall, if it receives the same, forthwith deposit the same with the Trustee, which payments shall be applied by the Trustee

Unless the Lease is an Existing Lease (as defined in the Equipment Trust Agreement), the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or an opinion of other counsel satisfactory to the Trustee, to the effect set forth in subparagraph (e) of Section 3.04 of the Equipment Trust Agreement relating to the Assignment of the Lease.

5. The Company covenants and agrees with the Trustee that in any suit, proceeding or action brought by the Trustee under the Lease for any Rental, or to enforce any provisions of the Lease, the Company will save, indemnify and keep the Trustee harmless from and against (a) all expense, loss or damage suffered by reason of any defense, setoff, counterclaim or recoupment whatsoever of the Lessee or its successors, arising out of a breach by the Company of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Company and (b) all liability, loss, expense or damage under or arising out of any provisions of the Lease. Any and all such obligations of the Company shall be and remain enforceable against the Company and shall not be enforceable against the Trustee or any party or parties in whom any of the rights of the Company under the Lease shall vest by reason of the successive assignments or transfers.

6. The Trustee may assign all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

7. Notwithstanding anything to the contrary contained in Section 1 of this Assignment, the Company agrees that it will not, without the prior written consent of the Trustee, enter into any agreement amending, modifying or terminating the Lease (except any Lease with Evans Products Company if the cars subject thereto are leased to another lessee) and that any amendment, modification or termination thereof,

Unless the Lease is an Existing Lease (as defined in the Equipment Trust Agreement), the Company will, concurrently with the execution and delivery of this Assignment, deliver to the Trustee the opinion of Messrs. Rosenthal and Schanfield, counsel for the Company, or an opinion of other counsel satisfactory to the Trustee, to the effect set forth in subparagraph (e) of Section 3.04 of the Equipment Trust Agreement relating to the Assignment of the Lease.

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6. The Trustee may assign all or any of its rights under the Lease, including the right to receive any payments due or to become due to it from the Lessee thereunder. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

7. Notwithstanding anything to the contrary contained in Section 1 of this Assignment, the Company agrees that it will not, without the prior written consent of the Trustee, enter into any agreement amending, modifying or terminating the Lease (except any Lease with Evans Products Company if the cars subject thereto are leased to another lessee) and that any amendment, modification or termination thereof,

except as aforesaid without such consent shall be void. The Trustee shall consent to any such agreement if (a) it does not reduce the Rentals or the term or any other provision which the Trustee or its counsel deems to materially and adversely affect the security provided hereby or (b) the holders of more than 50% in aggregate unpaid principal amount of the Trust Certificates then outstanding consent in writing thereto.

9. This Assignment shall be governed by the laws of the State of California, but the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be signed in their respective names by their respective officers thereunto duly authorized, as of the date first above written.

UNITED STATES RAILWAY LEASING COMPANY.

by

Vice President.

Attest:

Assistant Secretary.

[CORPORATE SEAL]

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

by

Vice President.

Attest:

Assistant Secretary.

[CORPORATE SEAL]

STATE OF ILLINOIS }
COUNTY OF COOK } ss.:

On this day of , before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of UNITED STATES RAILWAY LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires

STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.:

On this day of before me personally appeared , to me personally known, who, being by me duly sworn, says that he is a Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION that the seal affixed to the foregoing instrument is the corporate seal of said banking corporation, that said instrument was signed and sealed on behalf of said national banking association by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My Commission expires